

CITY OF LINCOLN/LANCASTER COUNTY

**CONTRACT AWARD NOTIFICATION
ANNUAL REQUIREMENTS FOR
AUTOMATED WATER METER READING SYSTEM
AND SERVICES**

DATE: August 10, 2001

CONTRACT PERIOD: Aug.6, 2001 thru Aug.5,2005

CONTRACTOR: MSPS Installation Group
dba Automated Systems Solutions Co., Inc.
111 W. Las Vegas
Colorado Springs, CO 80903

**PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410**

Company Representative: Paul T. Carroll
Telephone No.: 719 / 634-5555
FAX No.: 719 / 634-5551

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

**AS PER AUTOMATED METER READING SYSTEM AGREEMENT
(RESOLUTION A-81004)
AND
PER ATTACHED METER PRICING SCHEDULES**

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

RESOLUTION NO. A- 81004

1 WHEREAS, the City of Lincoln Water System requested proposals for the
2 furnishing and installation of an automated water meter reading system; and

3 WHEREAS, MSPS Installation Group submitted a proposal which is acceptable
4 to the City and in full compliance with the request for proposals in the amount of
5 \$11,822,284.00; and

6 WHEREAS, the City of Lincoln has spent \$5,504,427..54 to date; and

7 WHEREAS, the City of Lincoln Water System is desirous of entering into a
8 contract with MSPS Installation Group pursuant to the terms and conditions contained
9 in its proposal; and

10 WHEREAS, the funding for the contract involves the expenditure of money from
11 appropriations of more that one year which, pursuant to Article VII, Section 3 of the
12 Charter of the City of Lincoln requires approval by resolution of the City Council.

13 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of
14 Lincoln, Nebraska:

15 That the contract between the City of Lincoln, Nebraska and MSPS Installation
16 Group for the purchase and installation of an automated meter reading system for the
17 Lincoln Water System, a copy of which is available in the City Clerk's Office, County
18 City Building, 555 South 10th Street, Lincoln, Nebraska, is hereby approved.

19 The City Clerk is directed to deliver one fully executed copy of said contract and
20 attachments to Nick McElvain at the Lincoln Water System for transmittal to MSPS
21 Installation Group.

Introduced by:

LSU

Approved as to Form and Legality:

Donna W. Royer
City Attorney

AYES: Camp, Friendt, McRoy,
Seng, Svoboda, NAYS: None.
ABSENT: Cook, Werner.

Staff Review Completed:

Ann Hansen
Administrative Assistant

Approved this 6 day of August, 2001:

Don W. Worely
Mayor

ADOPTED

City of Lincoln Meter Pricing

Badger Meter Pricing

Meter Sizing	Badger Model Number	Estimated 2000 Qty	Meter Type	Year 2000-2001 Pricing Meter/RTR/ERT	Year 2000-2001 Pricing Meter/RTR/ERT Extension
5/8" x 7-1/2"	25	200	Disc	\$127.90	\$25,580.00
3/4" x 7-1/2"	35	1,850	Disc	\$145.00	\$268,250.00
3/4" x 9"	35	4,375	Disc	\$146.00	\$638,750.00
1"	70	1,100	Disc	\$175.00	\$192,500.00
1-1/2"	120	100	Disc	\$292.00	\$29,200.00
2"	170	100	Disc	\$374.00	\$37,400.00
Badger RTR Register w/Integral ERT for Model 25, 35 & 70				\$105.00	
Badger RTR Register w/Integral ERT for Model 120 & 170				\$117.00	

Extension Pricing for Year 2000-2001	\$1,191,680.00
Extension Pricing for Year 1998-1999	\$1,241,716.00
Savings over Previous Year	\$50,036.00

Previous Pricing Meter/RTR/ERT	Previous Pricing Meter/RTR/ERT Extension
\$135.58	\$27,116.00
\$152.00	\$281,200.00
\$152.00	\$665,000.00
\$180.00	\$198,000.00
\$305.00	\$30,500.00
\$399.00	\$39,900.00

ERT Pricing based on iTRON Inside/Remote ERT Module

Competitive ERT Modules	Model Number	Pricing
Badger Integral ERT Module	ERW-0008-001	\$65.00
Sensus ECR Remote ERT Module	ERW-0005-002	\$74.50
Sensus Pit Module	ERW-0031-003	\$106.50
Schlumberger ProRead Remote ERT Module	ERW-0005-003	\$74.50
Schlumberger ProRead Pit ERT Module	ERW-0031-005	\$96.50
Hersey ERT Remote Module	248-2517-962	\$74.50
ABB Scancoder Remote ERT Module	248-2517-969	\$74.50
ABB Scancoder Direct Mount ERT Module	ERW-0006-001	\$74.50
ABB Scancoder Pit ERT Module	ERW-0031-002	\$96.50
40W Pipe Installation Kit, 2-5/16" - 4" Pipe	250-2517-960	\$4.50
40W Pipe Installation Kit, 1" Pipe	250-2517-002	\$4.50
40W Pipe Installation Kit, 5/16" - 2" Pipe	CFG-0006-002	\$4.50

Lincoln Water System Order Form

Item Description	Order Quantity	Purchase Order Number	MSPS Code	Registration	Water Type	Sell Price
Model 25 - 5/8" - 3/4" (7-1/2" Laying Length) Complete Unit			124153	Cubic Feet	Disc	\$127.00
RTR Register for Model 25 w/ Integral ERT			124202	Cubic Feet	Disc	\$105.00
RTR Register for Model 25 w/ Remote ERT				Cubic Feet	Disc	\$105.00
RTR Register for Model 25 w/ Pit Set ERT			124203	Cubic Feet	Disc	\$133.66
Model 35 - 3/4" (7-1/2" Laying Length) Complete Unit			124152	Cubic Feet	Disc	\$145.00
RTR Register for Model 35 w/ Integral ERT			124204	Cubic Feet	Disc	\$105.00
RTR Register for Model 35 w/ Remote ERT				Cubic Feet	Disc	\$105.00
RTR Register for Model 35 w/ Pit Set ERT			124205	Cubic Feet	Disc	\$133.66
Model 35 - 3/4" (9" Laying Length) Complete Unit			124166	Cubic Feet	Disc	\$146.00
RTR Register for Model 35 w/ Integral ERT			124204	Cubic Feet	Disc	\$105.00
RTR Register for Model 35 w/ Remote ERT				Cubic Feet	Disc	\$105.00
RTR Register for Model 35 w/ Pit Set ERT			124205	Cubic Feet	Disc	\$133.66
Model 70 - 1" Complete Unit			124164	Cubic Feet	Disc	\$175.00
RTR Register for Model 70 w/ Integral ERT			124206	Cubic Feet	Disc	\$105.00
RTR Register for Model 70 w/ Remote ERT				Cubic Feet	Disc	\$105.00
RTR Register for Model 70 w/ Pit Set ERT			124207	Cubic Feet	Disc	\$133.66
Model 120 - 1-1/2" Complete Unit			124187	Cubic Feet	Disc	\$292.00
RTR Register for Model 120 w/ Integral ERT			124208	Cubic Feet	Disc	\$117.00
RTR Register for Model 120 w/ Remote ERT				Cubic Feet	Disc	\$117.00
RTR Register for Model 120 w/ Pit Set ERT			150525	Cubic Feet	Disc	\$145.74
Model 170 - 2" Complete Unit			124188	Cubic Feet	Disc	\$374.00
RTR Register for Model 170 w/ Integral ERT			124210	Cubic Feet	Disc	\$117.00
RTR Register for Model 170 w/ Remote ERT				Cubic Feet	Disc	\$117.00
RTR Register for Model 170 w/ Pit Set ERT			150526	Cubic Feet	Disc	\$145.74

Additional ERT Modules

Badger Integral ERT Module						\$65.00
Badger Pit ERT Module						\$91.00
Sensus ECR Remote ERT Module			ERW-0005-002			\$74.50
Sensus Pit Module			ERW-0031-003			\$106.50
Schlumberger ProRead Remote ERT Module			ERW-0005-003			\$74.50
Schlumberger ProRead Pit ERT Module			ERW-0031-005			\$96.50
Hersey ERT Remote Module			248-2517-962			\$74.50
ABB Scancoder Remote ERT Module			248-2517-968			\$71.50
ABB Scancoder Direct Mount ERT Module			ERW-0009-001			\$71.50
ABB Scancoder Pit ERT Module			ERW-0031-002			\$96.50
40W Pipe Installation Kit, 2-5/16" - 4" Pipe			250-2517-960			\$4.50
40W Pipe Installation Kit, 1" Pipe			250-2517-002			\$4.50
40W Pipe Installation Kit, 5/16" - 2" Pipe			CFG-0003-002			\$4.50

AGREEMENT FOR AUTOMATED METER READING SYSTEM

I. Introduction

On this _____ day of _____, 2001, the City of Lincoln, Nebraska, a municipal corporation in the State of Nebraska (City) and MSPS Installation Group (Contractor) in consideration of the mutual promises, benefits, and detriments in this agreement do hereby agree as follows.

II. Contractor Services

A. Contractor and City enter this agreement for Contractor to perform the services related to the provision of an automated meter reading system for the Lincoln Water System.

B. Contractor hereby represents that Contractor is willing and able to provide the Contractor services and equipment in accordance with the City's request for proposals, the proposal dated April 22, 1997 that Contractor submitted (Attachment A), the supplemental proposal dated July 28, 1997 (Attachment B), and this agreement.

C. The services shall be completed according to the time schedule in attachment A.

III. Term - Completion

The term of this agreement shall be for four years and commence upon execution. It is the intention of the parties to execute an additional four year contract at the end of the term of this agreement to complete the remaining services that are indicated in Attachments A and B. Upon expiration of the term prior to completion, the City shall pay Contractor for any Contractor services completed up to the date of expiration.

IV. Termination for Convenience

The City has the right to terminate this agreement for any reason for the City's own convenience. If the City terminates this agreement for convenience, the City shall provide a written notice of the same to Contractor. Upon termination, the City shall pay Contractor for any Contractor services completed up to the date of termination.

V. Termination

Either party has the right to terminate this agreement if the other party fails to perform as required in this agreement. Termination rights under this section may be exercised only after the non-breaching party notifies the breaching party of the failure to perform in writing. Upon termination, the City shall pay Contractor for any Contractor services completed up to the date of termination.

VI. Duties Generally

Contractor agrees as follows:

- A. To timely and professionally complete the Contractor services as described above, and to furnish all labor, materials, and pay all costs, including any taxes, to complete the Contractor services.
- B. To furnish everything reasonably necessary to complete the Contractor services unless specifically provided otherwise in this agreement.
- C. To apply for and obtain any and all necessary permits, certifications, licenses, variances, certifications and approvals required by any applicable law or regulations that relate to Contractor or the Contractor services.
- D. To conduct all activities related to the Contractor services in a lawful manner.

VII. Compensation Based on Hourly Rate

The amount of materials and services purchased by the City under this agreement may vary from year to year. If the City elects to purchase all the materials and services offered under the proposal over a seven to ten year period, the City shall pay Contractor a sum of not to exceed Eleven Million Eight Hundred Twenty Two Thousand Two Hundred Eighty Four Dollars (\$11,822,284) for the Contractor Services. The City shall base its annual payment on the quantities of materials annually ordered and the prices in the proposals located in the City Clerk's Office in the County City Building, 555 S. 10Th St., Lincoln, NE. The City may make progress payments upon the partial completion of the Contract services satisfactorily documented to the City. To date the City has spent \$5,504,427.54 of the \$11,822, 284.

VIII. Insurance and Indemnification

Contractor agrees to maintain such insurance as will fully protect both Contractor and City from any and all claims under any worker's compensation act or employer's liability laws, and from any and all other claims of whatsoever kind or nature for damage to property or for bodily injury, including death, made by anyone whomsoever which may arise from the work performed under this Agreement, either by Contractor, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.

Contractor shall exonerate, indemnify, and hold harmless City from and against, and shall assume full responsibility for, payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws with respect to Contractor or any such employees of Contractor as may be engaged in the performance of this Agreement.

To the fullest extent permitted by law, Contractor shall indemnify and Hold Harmless the City its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of this

agreement, that results in any Claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by Contractor or anyone directly or indirectly employed by Contractor, or anyone for whose acts any of them may be liable.

This section shall not require Contractor to indemnify or Hold Harmless the City for any losses, Claims, damages, and expenses arising out of or resulting from the sole negligence of the City.

IX. Independent Contractor

The City is interested only in the results produced by this agreement. Contractor has sole and exclusive charge and control of the manner and means of performance. Contractor shall perform as an independent contractor and it is expressly understood that Contractor is not an employee of the City and is not entitled to any City employee benefits including, but not limited to, overtime, retirement benefits, worker's compensation, sick leave, or injury leave.

X. Equal Employment

Equal employment opportunity in connection with the performance of work under this Agreement, Contractor agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, Contractor shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code and shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, national origin, age, or marital status. Contractor shall submit an affirmative action program information sheet to the City pursuant to City of Lincoln Executive Order No. 38000 upon a form prescribed by the City. Failure of the Contractor to abide by the terms and conditions of the affirmative action program as approved during the contract period shall be deemed to be a substantial and willful violation of this Agreement and may result in termination of this Agreement.

XI. NonAppropriation

It is understood by the parties that the continuation of this agreement through the initial four year period and through any subsequent contract periods is conditioned upon the future appropriation of funds for the services contained in Attachment A. In the event funds are not budgeted and appropriated in any fiscal year for payments due under this contract for the then current or succeeding fiscal year, this contract shall impose no obligation on the City as to such current or succeeding fiscal year and shall become null and void except as to the payments for which funds have been appropriated. No right of action or damage shall accrue to the benefit of the Contractor, its successors or assigns, for any further payments.

If the provisions of this section are utilized by City, City agrees to immediately notify Contractor if funds are not budgeted and appropriated, and to peaceably surrender possession of

any equipment that it will not purchase.

XII. Services to be Confidential

All services, including reports, opinions, and information to be furnished under this Agreement shall be considered confidential and shall not be divulged, in whole or in part, to any person other than to duly authorized representatives of the City, without the prior written approval of the City.

XIII. Copyrights, Royalties & Patents

Without exception, Contractor represents the consideration for this agreement includes Contractor's payment for any and all royalties or costs arising from patents, trademarks, copyrights, and other similar intangible rights in any way involved with or related to this agreement. Further Contractor shall pay all related royalties, license fees, or other similar fees for any such intangible rights. Contractor shall defend suits or claims for infringement of any patent, copyright, trademark, or other intangible rights in any way related to this agreement.

XIV. Copyright -- Contractor's Warranty

A. Contractor warrants that all material, processes, or other protected rights to be used in the Contractor services have been duly licensed or authorized by the appropriate parties for such use.

B. Contractor agrees to furnish the City upon demand written documentation of such license or authorization. If unable to do so, Contractor agrees that the City may withhold a reasonable amount from Contractor's compensation herein to defray any associated costs to secure such license or authorization or defend any infringement claim.

XV. Nebraska Law

This agreement shall be governed and interpreted by the Laws of the State of Nebraska.

XVI. Integration

This agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this agreement.

XVII. Amendment

This agreement may be amended or modified only in writing signed by both the City and Contractor.

XVIII. Capacity

The undersigned person representing Contractor does hereby agree and represent that he or she is legally capable to sign this agreement and to lawfully bind Contractor to this agreement.

XIX. Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XX. Waiver of Contractual Right

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

XXI. Assignability

The Contractor shall not assign any interest in this Agreement, delegate any duties or work required under this Agreement, or transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to Contractor from City under this Agreement may be assigned without such approval, but notice of any such assignment shall be furnished promptly to the City.

IN WITNESS WHEREOF, Contractor and the City do hereby execute this Agreement.

Attest:

CITY OF LINCOLN, NEBRASKA

City Clerk

By: Don Wesely
Mayor

Witness:

MSPS INSTALLATION GROUP

By: Paul D. Carver
Title: CEO